

DATED

13 February

2019

(1) NORFOLK HOMES LIMITED

- and -

(2) BRUNDALL INVESTMENTS LIMITED

- and -

(3) ARTHUR JOHN SLAPP AND BETTY MARIANNE SLAPP

- and -

(4) EASTERN CREDIT LIMITED

- and -

(5) BROADLAND DISTRICT COUNCIL

- and -

(6) LLOYDS BANK PLC

WE CERTIFY THIS TO
BE A TRUE COPY OF
THE ORIGINAL

Birketts LLP
BIRKETTS LLP
22 STATION ROAD
CAMBRIDGE CB1 2JD

**DEED OF VARIATION OF
PLANNING OBLIGATION
BY AGREEMENT**

pursuant to Section 106A of the Town and
Country

Planning Act 1990 relating to the land at
Yarmouth Road, Postwick with Witton and
Yarmouth Road/Berryfields, Brundall

THIS DEED OF VARIATION is made on

13 February

2019

BETWEEN:

- (1) **NORFOLK HOMES LIMITED** (company registration number 01910791) whose registered office is at 52 Cambridge Road South, London W4 3DA ("**NHL**");
- (2) **BRUNDALL INVESTMENTS LIMITED** (company registration number 08335186) whose registered office is at Broom Boats Marina, Riverside, Brundall, Norwich, England NR13 5PX ("**BIL**");
- (3) **ARTHUR JOHN SLAPP and BETTY MARIANNE SLAPP** of The Tollbridge, Bridge Road, Guist, Norfolk NR20 5NU ("**Third Owners**");
- (4) **EASTERN CREDIT LIMITED** (company registration number 4268426) whose registered office is at Sandbanks 69 Marine Parade, Gorleston, Great Yarmouth, Norfolk NR31 6EZ ("**Bank**"); and
- (5) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU ("**Council**"); and
- (6) **LLOYDS BANK PLC** (company registration number 2065) of 25 Gresham Street, London, EC2V 7HN ("**Mortgagee**"),

together the "**Parties**".

BACKGROUND:

- A On 6 March 2018 an agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) was entered into by (1) Michael Steven Manning, (2) Richard Ashley Hickie, Nicholas Colin Gray and Barclay Ronald Lawrence, (3) the Third Owners, (4) BIL, (5) the Bank, and (6) the Council relating to development of the Site ("**Original Deed**").
- B The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated.
- C NHL is the successor in title to Michael Steven Manning, who entered into the Original Deed as the First Owner and NHL now owns part of the Site registered under title number NK480795. The Mortgagee is the chargee of that part of the Site owned by NHL pursuant to a legal charge dated 5 June 2018.
- D NHL is also a successor in title to Richard Ashley Hickie, Nicholas Colin Gray and Barclay Ronald Lawrence, who entered into the Original Deed as the Second Owners and NHL now owns the part of the Site registered at the land registry under title number NK480795.
- E BIL is a successor in title to Michael Steven Manning, who entered into the Original Deed as the First Owner and BIL now owns the part of the Site registered at the land registry under title number NK480898, which previously formed part of the land registered under title number NK422278.
- F The Third Owners own the part of the Site registered at the land registry under title number NK339147. The Bank holds a registered mortgage charge dated 4 January 2013 over the part of the Site belonging to the Third Owners.

- G NHL, BIL and the Third Owners together are the **"Owners"**.
- H Planning permission was granted on the 6th day of March 2018 for permission to develop the Site (**"Outline Permission"**).
- I NHL has submitted a further planning application (Ref: 2018/0935) to the Council (**"s.73 Application"**) to vary conditions 1, 22, 31, 32 and 36 of the Outline Permission. The purpose of the s.73 Application is to amend the said conditions to apply to the housing element and the retail element of the Development separately.
- J The Parties have agreed in contemplation of the grant of planning permission in respect of the s.73 Application (**"S.73 Permission"**) to vary the Original Deed so as to apply to development pursuant to the S.73 Permission.


IT IS AGREED:

1. Unless otherwise defined in this Agreement, words and expressions defined in the Original Deed have the same meanings in this Agreement.
2. The Parties agree that subject to and with effect from the date of the grant of the S.73 Permission, the definition of "Application" contained in clause 1.1 of the Original Deed shall be replaced with the following:

 "Application" shall mean the applications for planning permission submitted to the Council and numbered 2016/1483 and 2018/0935.
3. The Parties agree that the provisions of the Original Deed shall remain in force and apply to development pursuant to the S.73 Permission as if it were development pursuant to the Outline Permission.
4. The Mortgagee acknowledges and declares that this Deed of Variation has been entered into by NHL with its consent and that the Site shall be bound by the obligations contained in the Original Deed as amended by this Deed of Variation and that its security over part of the Site belonging to NHL under title number NK480795 shall take effect subject to the Original Deed as amended by this Deed of Variation, provided that the Mortgagee shall otherwise have no liability under the Original Deed as amended by this Deed of Variation, unless and until it takes possession of the Site over which it has a charge as a mortgagee in possession (and hence as a successor in title to NHL) by operation of that same charge and only if it shall itself commit that breach.

IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first before written

Executed as a deed, but not delivered until the
first date specified on page 1, by **NORFOLK
HOMES LIMITED** by a director in the
presence of a witness:


Signature

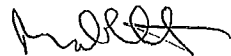
Name (block capitals) **PHILIP MAKEPEACE**
Director

Witness signature LORRAINE MENDLER


Witness name
(block capitals) LORRAINE MENDLER

Witness address 7 COPEMAN ROAD
AYLSHAM
NORFOLK NR11 6JL

Executed as a deed, but not delivered until the)
first date specified on page 1, by **BRUNDALL**)
INVESTMENTS LIMITED by a director in)
the presence of a witness:)

Signature 

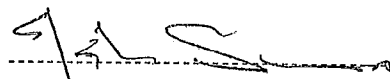
Name (block capitals) MARTIN SCOTT
Director

Witness signature 

Witness name RITA PARSONS
(block capitals)

Witness address 29 PINECROFT GDS
CORCHESTER
CO4 9TH

Signed as a deed, but not delivered until the)
first date specified on page 1, by **ARTHUR**)
JOHN SLAPP in the presence of a witness:)
)

Signature 

Witness signature 

Witness name MICHELLE PARTLOW
(block capitals)

Witness address SHEDAN HOUSE, CHAPEL RD
FOXLEY EAST, DEREHAM
NORFOLK, NR20 4QS

Signed as a deed, but not delivered until the)
first date specified on page 1, by **BETTY**)
MARIANNE SLAPP in the presence of a)
witness:)

Signature B.M. Slapp

Witness signature [Signature]

Witness name MICHELLE PARTLOW
(block capitals)

Witness address SHELDON HOUSE, CHAPEL RD
FOXLEY EAST, DEREHAM
NORFOLK, NR20 4QS

Executed as a deed, but not delivered until the)
first date specified on page 1, by **EASTERN**)
CREDIT LIMITED by a director in the)
presence of a witness:)

Signature [Signature]

Name (block capitals) PAUL NEEDHAM
Director

Witness signature B. Houghton

Witness name BETHANY HOUGHTON
(block capitals)

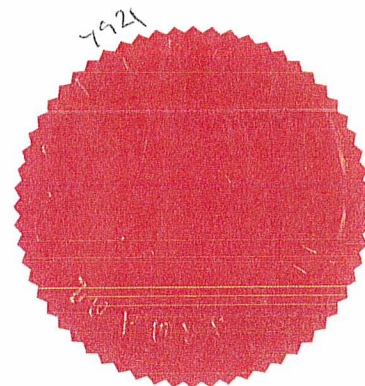
Witness address C/O BEACON PARK,
GORRESTON
NRS1 7TA

The common seal of **BROADLAND**)
DISTRICT COUNCIL was hereunto)
authenticated in the presence of:)

Signature [Signature]

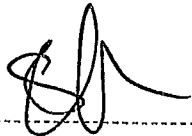
Name (block capitals) MITCHELL

Head of Democratic Services and
Monitoring Officer



The common seal of LLOYDS BANK PLC
was hereunto authenticated in the presence of:

Signature



Name (block capitals)

STEVEN KERR

Director

Signature



Name (block capitals)

MAIRI ROBISON

~~Secretary/Director~~

WITNESS

11 EARL GREY ST.

EDINBURGH

